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20 **UNITED STATES DISTRICT COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**

22 IN RE 23ANDME, INC. CUSTOMER DATA
SECURITY BREACH LITIGATION

23 CASE NO. 3:24-md-03098-EMC

24 **JOINT RESPONSE TO ORDER
CONDITIONALLY GRANTING MOTION
FOR PRELIMINARY APPROVAL (ECF NO.
160)**

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1 On December 4, 2024, the Court issued an order (ECF No. 160) conditionally granting the Motion
 2 for Preliminary Approval (ECF No. 103) and requesting the Settling Parties report back on the following
 3 issues within two weeks:

4 **1. Confirming Whether Modifications Have Been Made Consistent With The Court's
 5 December 4, 2024 Order (ECF No. 160)**

6 23andMe has considered the Court's December 4, 2024 Order, which approved the proposed
 7 settlement "conditioned on certain modifications." ECF No. 160 at 25. Among other modifications, the
 8 Court ordered "the settlement class definition agreed to by the parties must be modified to exclude those
 9 23andMe customers who have chosen to exercise their right to arbitrate, whether by making a mere demand
 10 for arbitration or by filing a formal complaint with the arbitral forum" and "[t]he Court's granting of the
 11 motion for preliminary approval is conditioned on the Settling Parties' agreement to a modified definition."
 12 *Id.* at 19.

13 23andMe is continuing to consider the modifications in the Court's December 4, 2024 Order. The
 14 modified settlement class definition does not appear financially feasible, but 23andMe is continuing to
 15 evaluate whether or not it can proceed with the modified terms. As part of this consideration, 23andMe has
 16 obtained an agreement from attorneys representing the Arbitrating Objectors to participate in a mediation.

17 The Settling Parties have met and conferred and agreed, subject to the approval of the Court, to
 18 allow 23andMe until January 17, 2025, to consider whether it can proceed with the modified settlement
 19 terms. With the Court's approval, by January 17, 2025, the Settling Parties will update the Court as to
 20 23andMe's position or will propose a deadline for 23andMe's response to the Consolidated Amended
 21 Complaint, in the event 23andMe elects not to proceed with the modified settlement.

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1 **2. Drafting Language Of A Notice To Be Issued To Individuals Seeking Arbitration Who Have**
 2 **Been Excluded From The Class Definition**

3 Because 23andMe to date has not agreed to the modified class definition, the Settling Parties have
 4 not conferred with the Arbitrating Objectors regarding notice to those individuals who would be excluded
 5 from the class definition by the Court's December 4, 2024 Order.

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7 Dated: December 18, 2024

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